constitutional question involved was not referred to. *People* v. *Hulse,* 3 Hill 309; *Nash* v. *State,* 2 Iowa, 286; *State* v. *Timmen,* 4 Minn. 325, 4 Gil. 241. Similar questions are involved under statutes providing that offenses committed on or near the boundary line of two counties are triable in either. Such statutes have been held constitutional. *Patterson* v. *State* (Ala., 1906), 41 So. 157; *State* v. *Robinson,* 14 Minn. 447. But in other cases they are held not constitutional. *Buckrice* v. *People,* 110 Ill. 29; *State* v. *Lowe,* 21 W. Va. 782; *Armstrong* v. *State,* 41 Tenn. 338. Statutes allowing one who commits larceny in one county to be tried in any county into which he may go with the stolen goods have been held constitutional. *State* v. *Johnson,* 38 Ark. 568; *State* v. *Price,* 55 Kan. 606; *State* v. *Douglas,* 17 Me. 193. As the statute in the principal case provided for trial for larceny, such cases may have bearing on the point there decided, but the court did not discuss that point.

DAMAGES—CONVERSION.—In an action of trover for a mare the jury rendered the following verdict: "We, the jury, find for the plaintiff for the calico pacing mare valued at $40 and assess $10 for the detention and use thereof." *Held,* the ordinary measure of damages in trover is the value of the chattel at any time between the conversion and the time of trial, and an assessment of damages for detention and use is erroneous. *McGowan* v. *Lynch* (1907), — Ala. —, 44 So. Rep. 573.

The general rule is, the measure of damages in an action for conversion is the value of the chattel at the time of the conversion with legal interest thereon. *Beecher* v. *Denniston,* 13 Gray (Mass.) 354; *Woods* v. *Gaar,* 93 Mich. 143, 53 N. W. 14. Some courts make a distinction between goods having a fixed value and those of fluctuating value by giving as damages in the latter case the highest value within a reasonable time after notice of the conversion to the original owner. *Galigher* v. *Jones,* 129 U. S. 193, 32 L. Ed. 658, 9 Sup. Ct. Rep. 335. Prior opinions in Alabama have attempted to make a similar distinction, but seldom, if ever, has the court applied the general rule even in actions for conversion of goods of fixed value. *Jenkins* v. *McConico,* 26 Ala. 213; *Loeb* v. *Flash,* 65 Ala. 526. The decision in the principal case is based on an early Alabama ruling in an action for conversion of a slave. *Tatum et al.* v. *Manning,* 9 Ala. 144. There are a few jurisdictions in which the Alabama rule as to the measure of damages for conversion prevails. *Jaques* v. *Stewart,* 81 Ga. 81, 6 S. E. 815; *Carter* v. *Dupre,* 18 S. C. 179; *Stephenson* v. *Price,* 30 Tex. 715; *Hilliard Flume & Lumber Co.* v. *Woods,* 1 Wyo. 396. The allowance of interest from the time of conversion is regarded as a substitute for damages for the loss of the use of the converted property, but it has been held that if a defendant is successful in replevin he may recover the value of the replevied property and damages for its detention by plaintiff if such damages exceed the legal interest from the time of seizure by the plaintiff. *Hartley State Bank* v. *McCorkell,* 91 Ia. 660, 60 N. W. 197.

DEEDS—CONSTRUCTION—INTENT OF PARTIES.—The widow and children of decedent agreed among themselves to partition his land. Whereupon a

notary was called in to draw the instrument. He used a long form deed, which the children executed, the granting clause of which was, "do grant, bargain and sell unto the said party of the second part, her heirs and assigns, certain lands." He then crossed out "forever" and wrote instead, "during her natural life." The habendum followed, "To have and to hold to her heirs and assigns during her natural life time." The widow lived on the land for a number of years and treated her interest as a life estate and made no mention of the same in her will. In an action by an adopted daughter of one of the children it was held that the widow took a life estate and the Rule in Shelley's case did not apply. *Miller et al.* v. *Mowers* (1907), — Ill. —, 81 N. E. Rep. 420.

The court considers that greater latitude may be given and less attention paid to technical words in construing an instrument drawn by one not skilled in such work than would otherwise be the case. See *Campbell* v. *Gilbert,* 57 Ala. 569; *French* v. *Brewer,* Fed. Cas. No. 5069. As this deed was expressed there seems to be no place for the application of the Rule in Shelley's Case. However, Judge CARTER says, "Had the words 'heirs and assigns' been transposed with the words, 'during the term of her natural life' and with proper connecting words, the rule would then apply. But it can not apply as written." Reasoning by analogy from the case where land is granted to a widow during widowhood, the same by construction of law to determine on her death or on her subsequent marriage, although limited to her heirs, which gives merely an estate for life, the court holds that the widow must necessarily take a life interest. This appears to be a correct construction, considering the intention of the parties and the surrounding circumstances. A conveyance "to one and her heirs and assigns forever during her life, to have and to hold the same to the grantee and her heirs and assigns forever," was held to give the grantee and her heirs a life estate. *Moss* v. *Hurd,* 5 Ky. Law Rep. 684. As a general rule, "heirs" are words of limitation, but where words of explanation are used the technical meaning may not be applied. AM. AND ENG. ENCYC. OF LAW, Vol. 15, pp. 320, 323. Other cases of a similar nature are: *Ware* v. *Richardson,* 3 Md. 505; *Williams* v. *Allen,* 17 Ga. 81; *Kenniston* v. *Leighton,* 43 N. H. 309; *Ridgeway* v. *Lamphear,* 99 Ind. 251.

DEEDS—SEAL ESSENTIAL.—B., the owner of a parcel of land, conveyed it to O. In the deed, B. says "witness my hand and seal"; but no seal or scroll, by way of seal, was affixed after B.'s signature. The deed was acknowledged and recorded. O. later on examining this deed noticed it was not under seal and thereupon added a seal to the grantor's signature. The clerk then added the same to the recorded copy. O. subsequently conveyed the land to Y., who went into possession. B. then brought ejectment, claiming the instrument was not a deed from lack of a proper seal. *Held,* that parol evidence was admissible to show that no seal was used by the grantor and no title could pass under Sec. 2413 of the Code of 1887 (Virginia Code, 1904, p. 1175), providing that "no estate of inheritance or freehold or lease for a term of more than five years in land, shall be conveyed unless by deed or will." *Burnette* v. *Young* (1907), — Va. —, 57 S. E. Rep. 641.